

EXHIBIT W

FW: ADM : REVENUE : Damage Being Done + Sales Support...

Subject: Re: FW: ADM : REVENUE : Damage Being Done + Sales Support Personnel - URGENT
From: Adil Shafi <adil.shafi@shafilnc.com>
Date: Mon, 20 Oct 2008 08:06:04 -0400
To: Rick Weidinger <rick@weidingerfamily.com>
CC: Jim Dara <JimDara@braintech.com>, Pete Manias <pmanias@braintech.com>, Ted White <twhite@braintech.com>, Heather Greenlay <hgreenlay@braintech.com>, Adil Shafi <adil.shafi@shafilnc.com>, Adil Shafi <ashafi@braintech.com>

Rick,

You wait several days to respond and then write at 10pm the previous night expecting me to respond at 8:30am the next day. This is not reasonable. I suggest we discuss this in a day or two (possibly 8:30am tomorrow on Tuesday), and in the meantime I will respond to this email and also write another email about the damage done to my motivation through your management style. See my related emails about asking me to write legal offers, business dinner expense denied and travel expenses reimbursement ignored for weeks. Full time work is legally defined as 40 hours per week. I have been putting in 80 to 100 hours per week until now. As of this email I will scale back to 60 hours per week and will continue to monitor the working climate at Braintech.

Regards, Adil

Adil,

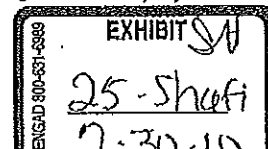
Sorry it has taken me a few days to respond but we have been very busy and productive. I have scheduled a call for Monday morning October 20 at 8:30AM EST for you, Jim, Pete and I to discuss your Sales Plan go-forward. We will call you from the Northern Virginia office at that time.

You are correct, it is all about revenue but I am wondering where all your revenue is after two months into the transaction. Your shafi revenue pipeline commitment for August was \$10,500, for September was \$14,500, for October is \$75,000, for November is \$75,000 and December is \$85,000 etc etc. To date, we have received zero (and still patient) and our understanding is that this is "in process" pipeline orders as detailed in schedules.

Please let me respond to your criticisms and attacks in general [1-2-3] immediately following and then specifically further below. You can call me any time to discuss.

1. There is clearly a netting effect to the transaction. You know this; we have discussed this exact thing. It is very apparent in the debt schedule and in several email exchanges and conversations we have had over the transaction period. You will be sent a legal position on this soon.
2. It is my understanding that the shafi debt obligations are [in fact, more than] current except for the two netting effects on expenditures and certain obligations "to be negotiated" in your schedule. These first expenses, which were under your direction, surprised me as they were ramped up toward the very end of the deal and ended up being unusually high for a transaction this size. I discussed & cautioned you many times during the transaction as to the build up of these expenses. These expenses were for personal legal and business advisory services. We have just received the detail to these expenditures and are reviewing these invoices for excesses.

Related to this, you have taken unjustified shots at Ted for his handling and communications of the shafi payments. As I responded to you previously, he has handled the situation professionally and has in fact corrected you twice on your misrepresentation, degradation of the company and wrongful interpretation and communications of these obligations to your vendors, previous disgruntled employees and market



1/6/2010 8:55 AM

FW: ADM : REVENUE : Damage Being Done + Sales Support...

place customers all which serve to disparage the company. WE WILL HOLD THOSE RESPONSIBLE FOR ANY DAMAGE DONE IN THE MARKET PLACE TO BRAINTECH AND ITS REPUTATION. WE WILL INVESTIGATE AND GET TO THE BOTTOM OF THIS. IF FOUND TRUE, THIS WOULD ONLY OCCUR AS A RESULT OF YOUR MISREPRESENTATION AND DEGRADATION OF THE COMPANY AS WELL IN YOUR WRONGFUL INTERPRETATION AND COMMUNICATION OF THESE OBLIGATIONS AND PAYMENTS TO YOUR VENDORS, PREVIOUS DISGRUNTLED EMPLOYEES AND MARKETPLACE. ONCE AGAIN, THESE ARE NOT BRAINTECH OBLIGATIONS BUT ARE SHAFI INC OBLIGATIONS. WE INTEND TO HOLD THOSE RESPONSIBLE FULLY ACCOUNTABLE IF DAMAGE HAS OCCURRED TO THE REPUTATION OF THE COMPANY. ALSO, I HOPE THERE HAS NOT BEEN UNAUTHORIZED DISCLOSURE OF COMPANY CONFIDENTIAL INFORMATION IN THESE EXCHANGES.

3. After careful review and examination of your Sales Plan, it is the opinion of many that it is not a complete plan and a mere digest of names, codes, schedules and employee phone numbers. However, if you believe this will meet your revenue commitments, then we are prepared to support its execution by you. The purpose of this would be that you kick-start the Plan beginning tomorrow and not delay another day. Time is of the essence. The Plan does lack and therefore requires, as previously requested, a financial analysis, a cohesive and coordinated incentive and sales commission plan as well a ROI framework. This green light provides you full authority for the execution of your sales plan. One caveat - we need to be certain and careful on distinguishing between sales and business development. We will continue to manage our 9 projects as specified, discussed and agreed to while you were in Vancouver. These critical projects support the Sales Plan. Additionally, as previously agreed, Babak, Jim and Simona have dotted line responsibility to you. Others will support you through my direction, namely Pete [marketing], Remus [Chief Scientist] and Heather & Ted [sales analysis and accounting]. If you require their support, please contact and go through me for orderly process and most effective management. As I spoke at the Summit, every single employee in the company needs to get around you and support you in your revenue commitments. Oh, and by-the-way, as you know, these are revenue commitments not targets!

Also, at the bottom of this email, with full disclosure, I have pasted Ted's comments regarding your email.

My specific comments [RW] below:

1. Damage Being Done

In an email to Ted White and cc yourself on October 1, (excerpt at the bottom of this email) I cautioned that the practice that Braintech was engaging in to not make payments (in the Debt Schedule that we agreed and finalized on just before closing on August 12, 2008) WAS CAUSING DAMAGE IN REPUTATION TO BRAINTECH IN THE MARKETPLACE. Almost a month and a half after closing most past employees had not received settlement notices from Braintech. The same is true for vendors. Our closing attorney, Peter A. Long, who was extremely aware of all these details in our agreements has stated that there is no legal stipulation that Braintech is to pay these debts schedule amounts (amounts per month arranged personally by you just before closing and emailed to me) based on revenues. Revenues are goals and targets but NOT conditions to make these payments.

Several employees and vendors have written to me. I have forwarded those notices to Ted White. Now this practice of non payment and avoidance has caused, and is continuing to cause, significant damage to Braintech's reputation in honoring commitments to past employees and vendors. Some of them are talking openly to companies we are trying to do business with, and our competitors. This is causing damage. This reputational damage has now seeped into details regarding excellent possible Sales Support Personnel below. Their motivation to work with Braintech is

: FW: ADM : REVENUE : Damage Being Done + Sales Support...

declining. I shared these problems with Jim Dara and Donna Burr also yesterday.

RW: Please disclose specifically who is talking to these companies and what they are representing. I hope that they are not repeating statements that you have made to them. If so, your behavior has disparaged the company.

Also, disclose specifically what damage has occurred and by whom. If these people you refer to are misrepresenting the company, we will find out and hold them responsible. Trust me.

Regarding potential employees, we have recently talked with Kevin, Mark, John and Ilias and your comments are inconsistent. As Ted has communicated to you, some of these previous disgruntled employees are TBN on the debt schedule - nothing scheduled and therefore in need of final negotiated amount and agreed to timing for payment by shafi inc.

Bottom-line, the shafi inc debt obligations are current to any potential customer in our market. If there are misrepresentations and degradations taking place, it can only be from yourself or from those that you have engaged with on behalf of the company. Additionally, in order to protect the BrainTech name as a result of this transaction, we have spent countless hours and capital funds pursuing resolution for you regarding Reliobot failures and shortcomings, for example Gudel, MotoSony, and PDSI. The extent of these has surprised all of us very much.

2. Sales Support Personnel Details : Damage and Challenges Now

In order to get the ball rolling here, let's divide and conquer.

Overall comment: Incentive Plan and Sales Commission Plan need to be structured and submitted to me for review and approval asap. Both of these are based upon revenue and some of the potential hires below will need to be made aware of these plans specifically before they accept the position. Adil please forward both to me for review in complete format with numbers and quantifications.

I have discussed all this with you. You then wanted to do a company call specifically about Sales Plan. This was scheduled by you for Friday last week. About six or seven of us waited for you on the conference call for 30+ minutes but you did not attend. There has been no further date set by you. We can do this type of a call but we need direction on time from you. The weekly ESM call was also scheduled and cancelled twice by you this week.

RW: regarding the Sales Plan conference call, unfortunately I became involved in unexpected pressing matters. Currently, we are opening our critical Virginia office and I am in the middle of negotiations and interviews for two senior positions in our company. For your information, prior to the conference call, I sent an email to a participant on the call to go ahead with the meeting without me. You had several of the relevant people on the call so why didn't you show leadership and walk them through your plan without me? I agree, 30 minutes of wasted time.

RW: regarding the representation that Reliobot is revenue ready, please refer to the recent Internal Reliobot Evaluation from Vancouver and as further evidence our inability to get the basic Reliobot functionality operational in Vancouver. Also, documented by Vancouver is a thorough comparison of eVF to Reliobot. The results are shocking. More problematic, your top customers, previous disgruntled employees and field application engineers have voiced strong concern regarding the viability of Reliobot technology. A technology that you talked so highly about in our Vancouver technology meetings, a product that you placed on the top of our Product Readiness Matrix developed at the Summit and throughout our transaction. My feeling now is that there is a reason why we have not realized one dollar of Reliobot revenue in over two months. I am cautiously optimistic this will change. It has to.

There is bandwidth on my part to do these calls tomorrow (Friday, Oct 17).

In the meantime, Jim Dara, Donna Burr and I are doing all we can to call customers and touch base and update tracking. It took about 10 hours for me to do this yesterday. Today is another similar day.

FW: ADM : REVENUE : Damage Being Done + Sales Support...

RW: In lieu of our comments above, spending 10 hours reviewing contact lists is not generating revenue. Quality of work and not quantity of hours nor quantity of words is important.

RW: Jim, who has spent numerous hours with you, represents that things need to get focused and productive.

Jim and I had calls and meetings arranged today but we learned out of the blue late last night that you had asked Jim to travel to Virginia today. If Jim cannot attend these calls and meetings today, I will have to explain and overcome. HTE which has several leads and is working with us aggressively will wonder why he is not there.

RW: Jim still reports directly to me. If I need him for critical meetings in Virginia [or else where for that matter], I do not intend to seek your approval. Your insinuations are that I need to gain your approval before I ask for meetings. This is incorrect. If you provide your schedule, I will of course attempt to schedule my needs around yours if possible.

Kevin -- Adil you have all my comments regarding financial compensation. You close it from here. Do we need to give Kevin some indication of these plans before he commits? Not sure why we have experienced a week delay on this one.

Kevin Geshel is now aware that Shafi accountants Bruce Rukkila CPA have not been paid by Braintech despite commitment in Debt Schedule. They have been kind enough to support Braintech after the closing and I arranged a conference call with their accountant Jean Middleton and Heather Greenlay shortly after closing. QuickBooks files were arranged to be sent to Braintech by Jean Middleton. Ted White told me last week that there is no communication from Braintech to Bruce Rukkila CPA (they had mentioned tax filings in several emails). Yesterday I received an email from Heather Greenlay about these delayed tax filings. I will do what I can but there should have been continued communication between Braintech and Bruce Rukkila and Jean Middleton. Separate email to cover that...

RW: Specifically, how was Kevin made aware of the netting situation with Bruce? I view this as unauthorized disclosure of confidential company information and so should Bruce.

RW: have you sent Kevin a formal employment offer per our conversation last week? If so, when?

Kevin Geshel is also aware that the commitment (quoted exactly with no conditions) below to hire Elsie White has not been honored. They have both worked closely together in the past and very effectively. Both are extremely competent, hard working and capable.

RW: Once again, specifically how has Kevin been made aware of the situation with Elsie? If this has come from Elsie, I also view this as unauthorized disclosure of confidential information and believe Elsie does not understand the whole story as relevant to her situation. Additionally, it troubles me that she would share such confidential information with a potential employee. Although I enjoyed meeting her in Detroit, she was very slow in sending me some prepared information we requested.

RW: Bottom-line, if you continue to believe Elsie is material and critical to your revenue commitment success, *please hire her tomorrow*. Furthermore, this applies to Kevin – *hire him tomorrow*. We have discussed enough about both situations. Additionally, you have the form of employment letter agreement we are comfortable with and which we used for Donna.

Kevin Geshel is now concerned that if he leaves his 100K+ job and family in Houghton and comes down to Detroit (as he had proposed to us recently), obligations to him, may not be honored. At best he will carefully weigh his options and likely decline the position at Braintech.

RW: Again, why does Kevin believe that the company would not honor its commitment to him? Again, misrepresentation, degradation, unauthorized disclosure and miscommunication are apparent here.

He remembers that his travel expenses were paid very slowly after he made a personal investment to make two trips to meet Braintech personnel.

We shall see, and I am not ruling out that he will decline working at Braintech, but you can see the damage.

COMPENSATION : 85K + other shares/options, allowance details you and I have exchanged. Sales Commission at three levels : 3% for small sales levels, 5% for par levels, 7% for above par levels.

RW: We have been waiting for over a week now for Kevin to respond. The Sales Commission Plan is not complete and therefore in development. I specifically requested that you put these commission concepts into quantifiable numbers in a monthly spreadsheet in order to demonstrate its total effect financially on the company. This is the only way to analyze and approve. Questions: what is small level, what is par level and what is above par levels? Also, how many sales individuals roll up to our \$8 million in revenue requirement for 2009? Also, are these revenue levels net or gross? Also, are these revenue levels inclusive of services and license fees? Also, is there a cap? Also, is the payment schedule to the sales person upon contract signing, cash receipt or blended? Also, does the company pay monthly or quarterly? These are all material and critical questions that need to be answered in managing and approving these plans.

Elsie – Adil please prepare job - responsibility, justification, location and compensation structure for Elsie. Submit employment letter for review. She will need to be interviewed by Jim and Pete so we are all on board.

I have already done this several times. Several emails, Braintech Sales Plan document about her role as Integrator program coordinator and her skill sets have been sent to you. The condition to hire her on September 1, 2008 is now 45 days past due. According to the EA, there are 15 more days to cure this breach. I cannot state this more simply and you have exact language on this commitment below. She is OK with not doing government work and can do Integrator Program support which clearly one person like Donna will not be able to handle alone; you can see the list of customers (read Braintech Sales Plan I sent) that we need to go through very quickly and there are hundreds to mine the best prospects for short term sales. Several logistics per account make this thousands of details. Donna is already busy doing this tracking daily; you can ask her yourself how much bandwidth she will have to do the integrator program with all these companies.

COMPENSATION : 67K.

RW: See above. Hire her tomorrow! I am exhausted from sharing my concerns with you regarding the viability and justification of the position you have earmarked for her and her location. Every time I raise

these concerns you fire back with an attack on how this is a breach of your EA and revenue commitment. I do not agree it is a breach of either but please hire her as soon as you can. This has been truly unproductive of you at a critical time when production and results are paramount. Use the form of employment letter you have used for Donna.

Ilias - he has recently submitted a proposal from his consulting company. We all think he is capable. My understanding is that he was to be commission only. Pete will take ball from here and try to bring back to commission only basis but warmly welcome him.

Ilias has also heard what is going on and Drew Buttfress at Sony also knows. Due to the large time investment to make this program come up to speed, Ilias is now backing off from a commission only salesperson position and has sent a proposal which is being reviewed by Braintech Internally. Once feedback is obtained about his proposals from internal people (.docx file was Vista file which can be saved as .doc file), then one of us can get back to him.

RW: Again, specifically what has Ilias heard and what has been communicated and represented to Sony? We need to know these specific details. I know for a fact that Pete had a very lengthy and productive conversation with Ilias on Wednesday and Drew on Thursday regarding involvement with the company. Things look very good. They have scheduled a follow up call early next week when Ilias returns from vacation. Your comments here are inconsistent with my briefing from Pete. However, your Sony comment is very troubling to me. We will find out what has been inaccurately communicated, unauthorized disclosed of confidential information and misrepresented to Sony and hold that person responsible, for sure. I truly hope these comments by these people do not terminate the business development regarding our opportunity with Sony.

COMPENSATION : TBD based on proposal activity outcome.

Mark - this is a strange one with his recent labor complaint filing against shafi Inc. Jim will take the ball from here and structure the best arrangement for mark and his company to be involved with braintech. As stressed yesterday on our call, I am uncomfortable with your suggested personal "commission" to Mark structure for sales of braintech products while Mark is a full time employee of Acquire. We will need an approval and waiver form signed by his employer for me to get comfortable with this.

First we are not trying to engage him personally; only through Acquire Automation.

RW: This is not what you represented and suggested to me on several occasions and was the reason for my response on this matter during our call yesterday. In fact, you represented that Mark had resolved this commission structure for himself with his employer with no worries? That is when I responded how uncomfortable I was with this arrangement and that I would require a waiver from his employer. Jim was also on this call with us when these statements were made and concurs with the above.

This development is not "strange" at all if you follow his communications for several months. He filed for a Labor and Wage claim shortly before we closed; his filing was one of the last changes made to the Schedules in our SPA (Share Purchase Agreement).

RW: Ted represents all was fine with his negotiations on payment until your re-involvement. You two have exchanged emails on this.

Then, after we closed, he was expecting that he would be contacted for settlement payments, so he withdrew his claim.

RW: This is strange - we have never represented to Mark that he would not be paid by shafi Inc. What specifically have you represented to him in this regard and when? We need to know this.

Almost two months of no progress later, he has refiled to keep his claim option open before it runs out of time with the State of Michigan. So, at this point he is conducting a dual track. If he is approached by Braintech and settled with, he will work with us. If not, he will pursue the claim track.

RW: He is a TBNegotiated on the debt schedule and therefore there were no specific commitments to payment dates etc.

COMPENSATION : TBD based on negotiations.

Rick Anderson – Adil will contact and broach the subject of his involvement with braintech. I can be available to talk with Rick any time. Jim did suggest on our call yesterday that we should possibly develop the Chicago area a bit before we hire Rick as he is located in Chicago. Please use your own judgment here. If you think Chicago is ready let's go.

I spoke with him yesterday. He is currently unaware of these developments but if he checks around and inquires about Braintech, he will find out soon find out about lack of payments.

RW: Who specifically could he check with and what could they say? At this point, you are the only one speaking with him.

He is eager to work with us (not personally) through his company RR Floody in Chicago but cannot make the decision himself. He is willing to arrange a meeting between the company owner and Braintech at PackExpo in Chicago in November.

He is a phenomenal salesman; one of the best I have ever known.

RR Floody is a distributor / rep for Cognex, Staubli, IAI and distributes as well as does some light integration. They have a good network of non automotive accounts in the Chicago area.

COMPENSATION : TBD based on negotiations.

Tawfiq – Adil will contact to gauge interest. If interested, please have Jim and Dan interview for Detroit area. Tawfiq has expressed an interest for weeks. He has expressed interest in working as an Application Engineer for Braintech from Pontiac Michigan or for working as an independent contractor.

Willing to travel. US Citizen cleared for military projects.

Past experience with VGR projects including Chrysler and Gudel.

I have sent his resume to Jim Dara and Dan Beaudoin for review and interview.

RW: Jim and Dan will interview asap. This was one of the reasons for my "let's get the ball rolling" email yesterday so we can assign certain people to get things done in this regard.

FW: ADM : REVENUE : Damage Being Done + Sales Support...

COMPENSATION : TBD based on negotiations and experience.

Kevin -- Pete and Kevin have been corresponding. Pete will take ball from here and obtain whatever commitment from Kevin we can get. Pete's suggested \$1,000 up front payment to Kevin to get ball rolling is acceptable.
OK.

John -- Pete and John have been corresponding. Pete will take ball from here and negotiate settlement of past debts and way forward.
OK.

Dan -- Adil to contact and hire as commission only.
Dan has heard the buzz in Ontario and has declined to work with us.

RW: Again, specifically what has he heard and from whom. Please send me his contact information asap.

Charlie -- per Adil suggestion, we will wait until 2009 to engage with Charlie about possible involvement with braintech.
OK.

Brad - per Adil suggestion, we will wait until 2009 to engage with Charlie about possible involvement with braintech.
OK.

RW: Overall, this email exchange has been very unproductive for me. I will not waste time responding again like this. Let's roll up our sleeves and generate revenue!

Talk to you Monday morning at 830AM.

Rick Weidinger

#####Comments from Ted
regarding your email
Rick

Some comments as requested. They are not kind!

Adil is alleging that not making payments to former employees is "causing damage in reputation to Braintech in the marketplace". In the subject e-mail Adil states that "... this practice of non-payment and avoidance has caused, and is continuing to cause, significant damage to Braintech's reputation in honoring commitments to past employees and vendors. Some are talking openly to companies we are trying to do business with, and our competitors. This is causing damage. This reputational damage has now seeped into details regarding excellent possible Sales Support Personnel below. Their motivation to work with Braintech is declining." In his e-mail of October 1, 2008, Adil states that his past employees "know MANY customers; virtually everyone important and they can spread negative rumours if they are given less than what was agreed to in the Debt schedule". It seems clear that if any damage to Braintech is being caused, it is being caused by the former employees and Adil himself by spreading the news of non-payment. ("Kevin Geshel is now aware the Shafi accountants

FW: ADM : REVENUE : Damage Being Done + Sales Support...

Bruce Rukkila CPA have not been paid by Braintech despite commitment in Debt Schedule") These are the same employees that Adil is proposing to employ for Braintech's access and acceleration program. Is not these the same group of employees that started a company with \$1,000 (as I have heard Adil say at least a dozen times) but managed to incur losses of about \$1,500,000 and end up with about \$1,500,000 in debt?

If I were a "glass half empty" kind of person, I might conclude that Adil is setting up an excuse for non-performance of his sales and revenue goals. "It was Braintech's bad reputation that caused my failure to meet the sales and revenue goals".

We are discovering that the debt schedule is only wishful thinking on the part of Adil. Many of the items listed as SPP "Settlement w/Payment Plan" may have been settled some time in the past, but by closing date the settlement agreements were in default and therefore not valid. It has been very difficult to follow the terms that were previously arranged.

Best, Ted

Let's try to close all manpower opportunities this week. We need to get the ball moving!

Following is note from Jim regarding manpower needs in Detroit:

I would think we need

- (1) experienced Account Manager at \$75K + incentives to call on Auto OEM's and Tiers, Robot OEM's and System Integrators and
- (1) young grasshopper Sales/Applications Engineer for plant walk-throughs and Integrators sales at \$55K + incentives

I think we hire the Auto guy in January and the Integrator guy upon Kevin and Adil getting the program up and running.

Most of these guys expect cars, car allowances, or at minimum \$/mile, etc,
Let's also work on hiring these folks asap. Adil may know of people available.

Best, Rick

From: Rick Weldinger [mailto:rick@weldingerfamily.com]
Sent: Wednesday, October 15, 2008 8:55 AM
To: Adil Shafi; Rick Weldinger
Cc: Jim Dara; Adil Shafi
Subject: RE: ADM : Sales Support Personnel

Adil - please include compensation figures for each. Rick

From: Adil Shafi [mailto:adil.shafi@shafinc.com]

Sent: Tuesday, October 14, 2008 9:01 AM
To: Rick Weldinger; Rick Weldinger
Cc: Jim Dara; Adil Shafi
Subject: ADM : Sales Support Personnel

Per our conversation this morning,

here are our possible Sales Support Personnel.

- Kevin Geshel : Director of Integrator Programs and Sales. Awaiting formal Braintech offer and acceptance.
- Elsie White : Focused Sales Support Person. She has worked closely with Kevin Geshel in the past. This is Revenue Related Condition 1 in Adil's EA and is quoted exactly here : "Direct Hiring : Hiring by BRAINTECH of Elsie White and Donna Burr on or about September 1, 2008. Each employee shall agree to employment offer and conditions thereof. Donna will work out of the to-be-selected Detroit area office unless there exists a hardship agreed to by CEO. Elsie White will travel when necessary but will track and monitor and assist with Government Sales from her home in Houghton, Michigan." This clear commitment is now 40+ days past due.
- Ilias Levis : East Coast Sales Support and possible role in helping us sell into the SONY SmartCamera sales channel space. Jim, Pete and Adil have had a conference call with Ilias last week. Ilias is presently preparing a proposal to work with Braintech. Once we have this proposal, we can review internally inside Braintech and decide how to proceed.
- Mark Pilbeam : VP of Sales at Acquire Automation. He will consider working with us only if his past SHAFI wages and expenses are paid (as agreed to for all past employees in the SHAFI acquisition Debt Schedule). He has a Labor and Wage claim already. If resolved, he will consider working with us in one of three capacities : a) We are referred to Acquire's customers in the Food/Bev/Medical/Pharma vertical markets and Braintech gets a Finder's Fee for sales referred to Braintech by Acquire Automation, b) Acquire Automation bundles Braintech software with hardware components and sells to customers in these vertical markets, without necessarily integrating nor taking integration responsibility, and c) Acquire Automation becomes a Braintech integrator and purchases Braintech software to integrate VGR solutions for customers in these vertical markets.
- Rick Anderson, Sales RR Floody (Chicago area Cognex distributor). It is possible that he may be interested in doing commission based sales for Braintech from the Chicago area. Adil will call him and see if he is interested. He is a very high energy individual and has made record sales working for Cognex in the past.
- Tawfiq Karadsheh : Engineer willing to travel and work from the Braintech Pontiac office. He is an experienced RELIABOT deployment engineer and has done large projects before. He is willing to work for Braintech and has submitted his resume to us. He is originally from Jordan. He is a US citizen and was cleared by Lockheed to work on the defense project near Dallas, Texas. Jim Dara and Dan Beaudoin to interview him. Adil will send contact information.
- Kevin North : Former SHAFI software developer and 12+ year architect of RELIABOT solutions and underlying science and technology. Pete Manias has established contact with Kevin and will be handling how Kevin is engaged with Braintech. Adil has made a recommendation via email on October 11 on how Kevin's knowledge can be obtained by various personnel at Braintech through Pete

Manlas's coordination. He will probably work part time for now and it may be possible for Braintech to hire him full time in the future.

- John Nielson : Former SHAFI support engineer and 6+ year veteran who supported customers in the US, Europe and Japan. Pete Manlas has established contact with John and will be handling how John is engaged with Braintech. He will probably work part time for now and it may be possible for Braintech to hire him full time in the future.
- Dan England : Possible commission sales from Ontario. Has past VGR sales experience. Adil will contact him to see if he is interested in working with Braintech.
- Charlie Hemlock : Possible sales role from Michigan. He is currently employed by Nachi Robotics in the automotive sector. It is recommended that Charlie not be retained until 2009 when the ABB Braintech exclusive agreement expires.
- Brad Dailey : Possible sales role from Ohio. He is currently employed by Chrysler in the automotive sector. It is recommended that Brad not be retained until 2009 when the ABB Braintech exclusive agreement expires.

Regards, Adil Shafi

Adil- let's discuss manpower at 730am tomorrow.
Jim: you may want to join us in this conversation.
Best,

Rick Weldinger
Domestic : 703-801-1311
International : 703-945-9718
Sent from my Wireless Handheld

Email from Adil Shafi to Ted White cc Rick Weldinger
Email date October 1, 2008, 9:49pm
Email Subject : SERIOUS : Shafi Creditors

Start Excerpt

There are some serious negative rumours swirling ...

The Braintech press releases will go nowhere

when the industry finds these rumours more.

It is a small community and everyone finds out what is being said.

You were in conference calls with Rick and Heather and me when the Debt Schedule was reviewed and the final spreadsheet was done on August 12. It is attached with this email.

We can discuss more in person when I am in Vancouver next week.